

Attachment A
Design-Build Contract Draft Term Sheet
South Capitol Street Segments 1 & 2

This Page intentionally left blank

Design-Build Contract Draft Term Sheet

South Capitol Street Segments 1 & 2

This document provides background information and summarizes the major terms for the design and construction of the South Capitol Street Segment 1 & 2 Project (the Project), to be entered into by the District Department of Transportation (DDOT), and a Design-Build Contractor (the DB Contractor) to be selected based on responses to a Request for Proposals (the RFP). This document is intended as a general description of certain draft major contract terms and is not a restatement or interpretation of the contract requirements. There are numerous details, exceptions and qualifications associated with the provisions described below which can only be ascertained by reviewing the Contract (the DB Contract) itself.

Description of Project

- Segment 1 includes the design and construction of a new six-lane Frederick Douglass Memorial Bridge (FDMB) over the Anacostia River and approach roadways, as well as demolition of the existing FDMB and various existing pavement.
- Segment 2 includes reconstructing the Suitland Parkway/Interstate 295 interchange.

See Exhibit A hereto for further details regarding the Project.

DDOT currently anticipates that the DB Contract will address the maintenance of completed Project facilities in one of several ways, including (i) giving DDOT the sole right to retain all maintenance responsibility; (ii) giving DDOT the sole right to exercise one or more options to have the DB Contractor assume capital maintenance responsibility for a specified period; and (iii) requiring that the DB Contractor provide certain Project warranties for specified periods. A final decision regarding the capital maintenance options will be included in the RFP.

DDOT intends for the DB Contract to be a fixed price, lump sum contract obligating the DB Contractor to complete the Work by the deadlines set forth in the DB Contract and in a manner satisfactory to DDOT, for the agreed price (the Price), subject only to certain specified limited exceptions.

The DB Contract will be paid based on the DB Contractor's actual progress, not to exceed the values established by DDOT's Maximum Payment Schedule nor the DB Contractor's Monthly Payment Schedule without the express written agreement of DDOT. The Maximum Payment Schedule will be included in the RFP.

This Page intentionally left blank

CONTRACT OVERVIEW	
DB Contractor & Agreement Date	To be determined
Scope of Work	<p>Project scope components include the design, construction of the Project (as generally shown in Exhibit A), maintenance during construction from initiation of construction operations until final acceptance and possibly a capital maintenance agreement for the FDMB for a period not to exceed five years after final acceptance of the Project. Except as otherwise specified, all work for design, permitting, construction and maintenance during construction (the <u>Work</u>) will be the responsibility of the DB Contractor. DB Contractor's Work includes the obligation to furnish a complete design for the Project meeting all DB Contract requirements, to construct the Project as designed and in accordance with all requirements, and otherwise to comply with all DB Contract requirements.</p> <p>See Exhibit A for further details regarding the Scope of Work.</p>
Notices to Proceed	<p>DDOT anticipates issuing NTP1 concurrently with execution of the DB Contract. Issuance of NTP1 authorizes the DB Contractor to perform preliminary design in advance of a final NEPA/ROD including access to DDOT owned project right of way for surveying and site investigations, including but not limited to: geotechnical, hazardous materials and utilities investigations; The development of a Resource Loaded CPM Schedule; and the development and submission to DDOT for review of the following plans: Project Management Plan, Traffic Management Plan, Quality Management Plan, Environmental Protection Plan, DBE Plan, Public Information and Communications Plan, DDOT/DB Contractor Communications Plan and Risk Management Plan.</p> <p>DDOT anticipates issuing NTP2 within 120 days after issuance of NTP1. NTP2, authorizing performance of the remainder of the Work, is conditioned upon review by DDOT of the Plans noted above and the acquisition of required permits.</p> <p>Further, should the DB Contractor identify any material changes, errors, or omissions which could affect the Price, the DB Contractor have until the issuance of NTP2 to request a change in price.</p> <p>The proposal price will remain valid without escalation until 270 days after the Proposal Due Date if Proposer doesn't cause the Delay. After such time, the price will be subject to escalation (based on the ENR Construction Cost Index) until issuance of NTP1. If NTP1 is not issued within 365 days from the Proposal Due Date, DB Contractor may withdraw their proposal.</p>
Contract Documents	The Contract Documents include the DB Contract and exhibits (including federal requirements), Technical Provisions, design documents, specifications, plans, and all amendments to the foregoing and all Change Orders issued.
Contract Documents (Proposal)	The Proposal (to the extent that it is consistent with or exceeds the requirements of the other Contract Documents), the Price Proposal and Escrow Documents will also be Contract Documents, such that commitments made by the DB Contractor in the Proposal relating to the Work will be binding.
PRICE, SECURITY & PAYMENTS	
Price	<p>This is a lump sum contract, to be paid based on the Cash Availability Schedule.</p> <p>The only changes to Price are via approved change order or value engineering proposals submitted by the DB Contractor and agreed to by DDOT.</p>

BONDS: Proposal, Performance, Payment, Retainage & Warranty	<p>Required Bonds:</p> <p>Proposal Bond in the amount of 5% of the DB Contractor's lump sum price will remain in place as security for performance of the DB Contractor's obligations. Upon receipt of the performance and payment bonds (and other documents required for NTP1) the Proposal Bond will be released.</p> <p>Payment and Performance Bonds will be required as security for DB Contractor's obligations, and must be in place as a condition for issuance of NTP1.</p> <p>Performance Bond in the amount equal to 100% of the Lump Sum Value of the DB Contract will be required and will be released upon Final Acceptance and the receipt of the Warranty Bond.</p> <p>Payment Bond in the amount equal to 50% of the Lump Sum Value of the DB Contract is required and will be released upon: (a) receipt of (i) evidence that all claims against the Payment Bond have been fully paid and (ii) unconditional releases of Liens and stop notices, or (b) expiration of the statutory period for filing a claim against the Payment Bond if no claims have been filed.</p> <p>Retainage Bond in the amount of 10% of the Price will be required (on or before NTP2) as a guarantee for the protection of any claimants and DDOT for overpayments, Liquidated Damages, and other deductions or damages owed by the DB Contractor. The Retainage Bond will be released once the DB Contractor has achieved Substantial Completion.</p> <p>Warranty Bond in the amount of 10% of the Price is required (as a condition to Final Acceptance) to guarantee performance of the Work required to be performed during the Warranty period.</p> <p>Additional payment and performance bond protection shall be required in connection with any modification effecting an increase in price under the contract if: (i) the modification is for new or additional work which is beyond the scope of the existing contract, or (ii) the modification is pursuant to an existing provision of the contract and is expected to increase the contract value by more than \$50,000.</p> <p>DDOT may, in its sole discretion, require a corresponding proportionate increase in the amount of the Warranty and Retainage bonds for increases to the contract value which are greater than \$50,000.</p>
Parent Guaranty	<p>A guaranty of the DB Contractor's obligations from a Guarantor approved by DDOT will be required if the DB Contractor is a newly formed or limited liability entity, if the DB Contractor submitted parent company financial statements in response to the RFQ or RFP or if the DB Contractor fails to meet certain net worth requirements.</p>
Value Engineering	<p>Value Engineering Change Proposals will be handled in accordance with Section 104.03 of the DDOT Standard Specifications for Highways and Structures (2013 Edition).</p>
Mobilization	<p>The DB Contractor will be entitled to payment for mobilization in installments, in an amount equal to the bid item price for mobilization, not to exceed 10% of the Lump Sum Price.</p>
Payment Obligations & Progress Payment Limitations	<p>DDOT will make progress payments based on the Cash Availability Schedule Draw Request submitted by the DB Contractor, the value of which shall not exceed the Monthly Payment Schedule submitted as part of the DB Contractor's Price Proposal, without the express written consent of DDOT. The invoice will conform strictly to the format prescribed by DDOT. The Maximum Payment Schedule establishes the cap on cumulative progress payments. If the DB Contractor falls 10% or more behind schedule, DDOT may withhold payment until a recovery schedule is approved in writing.</p>
COMPLETION DEADLINES, SCHEDULE AND DELAY	
Completion Deadlines	<p>The anticipated deadline for Substantial Completion of the Project is Second quarter 2018.</p> <p>Substantial Completion is defined as; the date (day) when all project work requiring lane or shoulder closures or obstructions is completed, and traffic (vehicular, transit, pedestrian and bicycle) has full and unrestricted use of the facility for its intended purpose as shown on the plans for the finished Project; all pavement construction and resurfacing are complete; traffic control devices and pavement markings are in their final position; all equipment is in proper working condition; all utilities and services are connected and working properly; additional activity by the DB Contractor to correct punch list items will not disrupt or prevent the use of the facility as designed. Plant establishment is excepted from substantial completion requirements.</p> <p>Final Completion is anticipated to be Fourth quarter 2018.</p> <p>Final Completion is defined as the date (day) established by DDOT that all work required by the contract has been completed in full compliance with the contract documents excepting the work performed with other contract-defined establishment, performance, and/or maintenance periods. In the case of establishment, performance, and/or maintenance periods, final completion shall be considered when all work is complete and accepted in accordance with the required establishment, performance, and/or maintenance criteria.</p> <p>Extensions of completion deadlines are allowed only under limited circumstances. (See Change Order section below.)</p>

Schedule	<p>The DB Contractor must perform the Work in accordance with an approved Resource Loaded CPM schedule (CPM Schedule).</p> <p>The baseline schedule will be the schedule submitted with the Proposal and will be used as the basis for the development of the CPM Schedule which must be approved by DDOT as a condition to NTP2. The CPM schedule will be updated monthly during the Project and used for payment, planning and monitoring progress of the Work.</p> <p>If the DB Contractor falls 10% or more behind schedule, a recovery schedule to regain lost time is required and DDOT may withhold payments until the project is less than ten percent behind.</p>
Delay	<p>Liquidated Damages will be assessed for delays in meeting the deadlines for Substantial Completion and Final Acceptance. DDOT will have the right to terminate the DB Contract if completion of the Project is delayed for more than a year. (See Liquidated Damages section below.)</p>
CONTRACT RIGHTS & RESPONSIBILITIES	
Right-of-Way (ROW)	<p>DDOT will be responsible for acquiring ROW and for condemnation support services. DDOT will pay property owners the purchase price for parcels that are within the right-of-way lines on the drawings (Attachment B).</p> <p>DDOT anticipates all proposed right-of-way will be acquired prior to NTP 1. However, an anticipated acquisition schedule will be included in the RFP showing expected acquisition time frames.</p> <p>The DB Contractor may request that additional property rights and easements be acquired. DDOT will pay the acquisition cost if additional parcels are necessary due to a DDOT-Directed Change or Force Majeure event. The DB Contractor is responsible for the acquisition costs (including all DDOT costs) and all associated schedule risk for property rights or easements acquired for any other reason than those noted.</p> <p>The DB Contractor is responsible for the cost of any temporary construction easements or other temporary property interests and all associated schedule risk related to the final design.</p> <p>All right-of-way acquisitions must be acquired in accordance with 49 CFR § 24, the Uniform Relocation Assistance and Real Property Acquisition Policies Act.</p>
Design and Construction	<p>DB Contractor is responsible for design and construction in accordance with the Contract Documents.</p>
Design Liability	<p>The DB Contractor assumes full responsibility and liability with respect to final design of the Project, including correction of any errors, omissions, inconsistencies or other defects in the Schematic Design affecting constructability.</p>
QA/QC/IA/IV	<p>The DB Contractor is required to establish and implement a comprehensive, DDOT-approved quality assurance (QA) and quality control (QC) program for design and construction.</p> <p>Design Quality Control and Design Quality Assurance will be performed by the Lead Designer in accordance with the Quality Control/Quality Assurance Design Plan.</p> <p>An Independent Design check will be performed on the design for the FDMB and will be provided by an independent design firm not otherwise associated with the Project.</p> <p>Design Quality Assurance will be provided by an independent design firm not otherwise associated with the Project.</p> <p>Construction Quality Control will be the responsibility of the DB Contractor.</p> <p>Construction Quality Assurance will be provided by an independent quality assurance firm(s) as a subcontractor to the DB Contractor, and who is not involved in construction operations of the Project.</p> <p>Independent Assurance/Verification (IA/IV) activities will be performed by DDOT.</p>
Design and Construction Oversight	<p>DDOT will have the right at all times to monitor, inspect, sample, measure, attend, observe or conduct tests and investigations, and conduct any other oversight respecting any part or aspect of the Project or the Work, to the extent necessary or advisable to:</p> <ul style="list-style-type: none"> • Comply with FHWA, U.S. Army Corps of Engineers or other applicable federal agency requirements, and • Verify the DB Contractor's compliance with the Contract Documents. The DB Contractor at all times will coordinate and cooperate, and require its Subcontractors to coordinate and cooperate, with DDOT and its Authorized Representative to facilitate DDOT's oversight activities.
Records and Documentation	<p>The DB Contractor will maintain project records and documentation in a manner which meets or exceeds DDOT and Federal requirements for record retention.</p>

Standards	The DB Contractor must design and construct the Project in general conformity with the Schematic Design, in accordance with all professional engineering principles and construction practices generally accepted in the District as the standard in the industry, in a good and workmanlike manner, free from defects and in accordance with the terms and conditions set forth in the Contract Documents, including the Technical Provisions. The DB Contractor will be required to obtain DDOT approval to make modifications to the specified components of the Basic Configuration. Further definition will be provided in the RFP.
Warranties	<p>The Warranty Term for the Project will commence upon Final Acceptance by DDOT. The Warranties will remain in effect until two years after Final Acceptance except as follows:</p> <ul style="list-style-type: none"> • The Warranty on the FDMB will remain in effect until five years after Final Acceptance, to be further defined in the RFP. • Warranties for elements of the Project that will be owned by Persons other than DDOT (such as Utility Owners) will commence as of the date of acceptance thereof by such Persons and will end one year thereafter. Extended Warranties will apply to repaired, replaced or corrected Work, not to exceed two years after Project Final Acceptance. • The Warranties apply notwithstanding maintenance work performed by DDOT or the Maintenance Contractor during the Warranty period.
Partnering	The DB Contractor will include the cost of partnering in their price, which will include providing partnering facilities, professional facilitation, and other miscellaneous costs including copying fees and refreshments. At a minimum the DB Contractor will plan to hold a pre-partnering meeting shortly after NTP1 and follow-on partnering meetings on a quarterly basis afterwards. Should it be determined that partnering needs to occur more regularly, there will be no additional compensation. Partnering will include members of the Proposer's team, DDOT, FHWA, and other stakeholders as deemed necessary.
ENVIRONMENTAL & PERFORMANCE RISKS	
Permits & Approvals	<p>DDOT will obtain the Regulatory Approvals and Permits as detailed on Exhibit B.</p> <p>The DB Contractor will obtain all necessary environmental permits, permit modifications and governmental approvals as detailed in Exhibit B.</p> <p>Change Order requests for any delays which may be incurred while obtaining permits or permit modifications will not be considered unless the modification is at the direction of DDOT.</p>
New Environmental Approvals	<p>The DB Contractor is responsible for obtaining all new environmental approvals or changes to all existing approvals/permits indicated on Exhibit B.</p> <p>If a new or revised environmental approval becomes necessary for any reason other than for a DDOT-Directed Change or Force Majeure Event, the DB Contractor bears full responsibility for all cost and schedule risk.</p>
Environmental Compliance	The DB Contractor shall be responsible for performance of all environmental mitigation measures and compliance with all other conditions and requirements of the Contract Documents and environmental approvals/permits, including DDOT-provided approvals and similar governmental approvals for the Project.
CONTRACT CHANGES & COSTS OUTSIDE THE CONTRACT	
Change Orders	A DDOT signed Change Order or Directive Letter is required for any increase to price or time extension. The DB Contractor will prepare a scope of work, cost estimate, delay analysis and other information for each Request for Change Order. Change Orders requesting a time extension must also provide an alternative Change Order form including an acceleration schedule. Change Orders are subject to strict requirements (including notice & delivery).
Differing Site Conditions	<p>Change Orders for additional costs due to Differing Site Conditions will be allowed for subsurface or surface physical conditions of an unusual nature, differing materially from those ordinarily encountered in the area except as noted below.</p> <p>There will be a cost sharing responsibility between DDOT and the DB Contractor the details of which will be included in the RFP, including a maximum cap on cost sharing.</p> <p>The DB Contractor will not be allowed any time extension or delay damages for delays due to Differing Site Conditions.</p>
Deviations	The DB Contractor may deviate from the Schematic Design as it deems advisable, provided that it obtains prior written approval by DDOT and/or an approved Change Order with respect to any deviation from the Basic Configuration. Changes in the Work which have no net cost effect on the Price may be approved in writing by DDOT as a Deviation without requiring a Change Order.

ATCs	DDOT will entertain Alternate Technical Concepts (ATCs) for this project pre-bid. The DB Contractor will submit ATCs to DDOT for review and approval prior to including the ATC in the Technical/Price Proposals. All ATC submissions and subsequent discussions regarding an ATC will be treated as proprietary information until its inclusion as part of the DB Contractor's Technical/Price Proposal submission to DDOT and either the subsequent award of contract to said proposer or acceptance of the stipend if the proposer is unsuccessful in being awarded a contract.
Nonconforming Work	DDOT may, but is not obligated to, accept any nonconforming work without requiring it to be fully corrected, in which case the Price will be decreased as may be negotiated. DDOT may require nonconforming work to be remedied or removed/replaced at no additional cost to DDOT.
DDOT-Directed Changes	The DB Contractor will be entitled to a Change Order providing for price adjustment and/or a time extension for: <ul style="list-style-type: none"> • Change in the scope of the Work directed by DDOT. • Suspensions of the Work on the critical path by DDOT for its convenience for more than 48 hours per suspension. • Any new environmental approvals necessitated by a DDOT-Directed Change.
Hazardous Materials	The DB Contractor will be reimbursed for the remediation of hazardous materials within the schematic ROW via a Hazardous Materials Allowance. The DB Contractor is entitled to an extension of Completion Deadlines if the hazmat discovery results in delays to a Critical Path. The DB Contractor is not entitled to an extension of any Completion Deadline for investigation or characterization of hazmat. The DB Contractor is not entitled to an increase in price for remediation costs resulting from its own acts or omissions, or hazardous materials brought onto the Site by the DB Contractor. The DB Contractor is not entitled to any increase in price or time with respect to: (a) immaterial quantities, (b) hazmat that could have been avoided by reasonable design modifications or construction techniques, (c) costs that could have been avoided, (d) hazmat on Additional Properties designated by the DB Contractor, or (e) hazmat encountered during the demolition of buildings, fixtures or other improvements within the Site.
Utilities	DDOT will attempt to have all utilities determined to be in conflict with the Drawings prior to issuance of NTP2. A utility matrix will be included as part of the RFP showing which utilities are anticipated to be in conflict, which are anticipated to be moved prior to NTP2 and which utility conflicts are anticipated to remain in conflict at NTP2. The DB Contractor will be responsible for performing/coordinating all necessary utility adjustment work within the schematic ROW which remains in conflict following NTP2 and the performance/coordination of any utility adjustment work beyond the schematic ROW caused by DB Contractor's final design. The DB Contractor will include costs for a utility coordinator in the lump sum price for the Project. The DB Contractor will be responsible for all costs associated with needed utility adjustments beyond the schematic ROW made necessary by the DB Contractor's final design. The DB Contractor will be reimbursed for the utility relocation costs within the schematic ROW via a Utility Allowance, except as previously noted. The DB Contractor is not entitled to any time extensions due to delays attributable to utilities, except for delays affecting the Critical Path due to (a) New Utilities requiring adjustment and (b) uncooperative utility owners that do not enter into adjustment agreements. The DB Contractor is entitled to a cost reimbursement for (a) an Unidentified Utility located within the Schematic ROW, and (b) a New Utility. Reimbursement will be made through the Utility Allowance.
Pavement Type	Allowable pavement types for this project include both flexible and rigid.

Force Majeure Events (Definition)	<p>The DB Contractor will be entitled to additional time and/or compensation for <u>specified</u> force majeure events (provided they are beyond the DB Contractor's control and not due to act or omission by the DB Contractor or its contractors, etc.) which materially and adversely affect the DB Contractor's obligations and which could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by the DB Contractor: <i>The following are typical examples, which will be specified in more detail in the DB Contract.</i></p> <ul style="list-style-type: none"> • Any earthquake, tornado, hurricane or other natural disaster causing direct physical damage to the Project; • Any epidemic in the Project area; • Any blockade, rebellion, war, riot, act of sabotage or civil commotion that causes direct physical damage to the Project; • Discovery of any archaeological, paleontological or cultural resources not disclosed or discoverable through reasonable investigation prior to the Proposal Due Date; • Discovery of any species listed as threatened or endangered if their existence was not disclosed or discoverable through reasonable investigation prior to the Proposal Due Date; • Discovery of an unknown utility related to national security; • Matters related to national security; • Material change in law; • Third party hazmat spill; • Issuance of a Temporary Restraining Order or other form of injunction by a court that prohibits prosecution of a material portion of the Work; • Suspension, termination, denial or failure to obtain or non-renewal of any DDOT-Provided Approval; <p>The addition of any new condition or requirement in the NEPA Approval based on the Schematic Design and the Schematic ROW.</p>
BUSINESS RISKS	
Insurance	<p>The DB Contractor is required to provide insurance coverage specified in the DB Contract, which must include at a minimum: commercial general liability, workers' compensation and employer's liability; bodily injury/property damage and comprehensive business auto liability, professional liability coverage, builder's risk, and pollution liability. Subcontractor insurance requirements are also specified in the DB Contract.</p> <p>DDOT and its members, directors, officers, employees, agents and Project consultants must be additional insured, except on the professional liability policy.</p>
DB Contractor Defaults	<p>The DB Contractor may be found in default if any of the following occurs;</p> <p>Failure to begin Work within 30 days following issuance of NTP1, or failure to commence and diligently perform the Construction Work.</p> <p>Failure to complete the Work by the applicable Completion Deadline; failure to perform the Work in accordance with the Contract Documents.</p> <p>Suspending or ceasing the Work or failure to continuously and diligently prosecute the Work.</p> <p>Failure to obtain or maintain any insurance, bonds, guarantees, letters of credit or other performance security as and when required under the DB Contract.</p> <p>Voluntary or involuntary assignment or transfer of all or any portion of the DB Contract without the express written consent of DDOT.</p> <p>Failure to make payment when due for labor or equipment or failure to make payment to DDOT when due of any amounts owing to DDOT.</p> <p>Failure to timely observe or perform any other material obligation, term or condition under the DB Contract.</p> <p>Material misrepresentation by DB Contractor.</p> <p>Voluntary or involuntary bankruptcy or insolvency.</p> <p>Default under the Capital Maintenance Agreement.</p>
Cure of DB Contractor Defaults	<p>The DB Contractor will have an opportunity to cure certain DB Contractor Defaults, as described in the DB Contract documents.</p>

DDOT Remedies for DB Contractor Default	DDOT will have the right to exercise one or more of the following remedies in the event of an uncured DB Contractor Default: <ul style="list-style-type: none"> • Right to terminate; • Right to deduct amounts (including interest) payable to DDOT from amounts owing to the DB Contractor; • Right to recover damages; • Right to take immediate action in the event of emergency or danger to life and/or property; • Right to draw on, enforce and collect any bonds, letters of credit, guaranty, or other performance security available to DDOT for DB Contractor Default; and • Other remedies as provided by Law.
DB Contractor's Right to Stop Work	DB Contractor has the right to stop Work if DDOT fails to make an undisputed payment due within 30 business days after DDOT's receipt of written notice of nonpayment from the DB Contractor. If such nonpayment continues for more than 180 days, upon written notice from the DB Contractor to DDOT, the nonpayment may be deemed a Termination for Convenience.
Suspension	DDOT may order the DB Contractor to suspend all or any part of the Work for the period of time that DDOT deems appropriate. Such suspension for convenience will be considered a DDOT-Directed Change, except for brief suspensions (less than 48 hours each), for which the DB Contractor will be entitled to a time extension but not compensation.
Termination	The DB Contractor may terminate the DB Contract if NTP1 is not issued by DDOT on or before 270 days after contract execution. After issuance of NTP1, the DB Contractor has no unilateral right to terminate, except in the event of non-payment after a specified period, or a suspension of work for more than one year. DDOT may terminate the DB Contract for public convenience or for the DB Contractor's default.
Liquidated Damages	Liquidated Damages in the amount of \$33,000 dollars per day will be assessed for delay in reaching Substantial Completion by the Completion Deadline with no cap on damages. Liquidated Damages in amount of \$33,000 dollars per day will be assessed for delay in Final Acceptance beyond the Acceptance Deadline with no cap on damages.
Indemnification	The DB Contractor indemnifies DDOT, the District of Columbia and their agents/employees for DB Contractor errors, omissions, negligence, or willful misconduct, breach of the DB Contract, DB Contractor release of hazmat, and failure to comply with applicable laws or Governmental Approvals, among other things.
OTHER CONTRACT PROVISIONS	
Dispute Resolution	Partnering meetings, for dispute resolution, conducted by a mutually agreed upon facilitator are to include key personnel and executives of both parties. Costs of partnering are to be shared equally by the parties. A non-binding Dispute Resolution Board will be established to seek to resolve issues in a mutually beneficial manner. If partnering and informal dispute resolution fails to resolve an issue and the DB Contractor elects to pursue a formal Dispute with DDOT, the Dispute shall be resolved in accordance with Section 103, Article 7 of DDOT's Standard Specifications for Highways and Structures (2013).
Escrow Documents	The DB Contractor's Escrow will be kept at DDOT's Procurement Office. Escrow documents will be available for mutual review by DDOT and the DB Contractor for dispute resolution. Escrow documents will be maintained until: (a) 180 days from the later of Final Acceptance or termination of the DB Contract; (b) all Claims or Disputes regarding the Work have been settled; and (c) Final Payment has been made and accepted.
DBE Provisions; Subcontractors	DDOT's DBE Program for design-build contracts is based on DDOT's standard DBE Program with certain modifications to accommodate the design-build approach. The DBE goal will be 25% of the total value of the Design Build Contract. After execution of the DB Contract, DB Contractor must select subcontractors based on procedures approved by DDOT. The DB Contractor will flow-down required terms into subcontracts. Subcontracts will be fully assignable to DDOT. Dispute procedures involving Subcontractors contain additional requirements.
Training Services Provisions (TSP)	DDOT, as part of its EEO affirmative action program, will establish a Training Services Provisions (TSP)/Employee Training Requirements goal. The TSP goal for this project is anticipated to be up to 100 positions. However, the final number of trainees to be trained under the TSP provisions will be determined by the DDOT Office of Civil Rights. The final number of TSP positions goal will be included in the RFP.

Key Personnel	Certain job categories of key personnel for the Project are identified. Key personnel may not be substituted without DDOT's prior written consent. Liquidated damages may be assessed for unavailability of certain key personnel.
Assignment	The DB Contractor may not assign its interests in the DB Contract without DDOT's prior written consent. DDOT may assign its interests in the DB Contract: (a) without the DB Contractor's consent, to any to any other Person that succeeds to the governmental powers and authority of DDOT; and (b) to others with prior written consent of the DB Contractor.

This Page intentionally left blank

Exhibit A

This Page intentionally left blank

DB Contractor shall be responsible for the design and construction of the Project, which includes the following and as shown on the drawing on the following page:

- A new six-lane [signature] Frederick Douglass Memorial Bridge over the Anacostia River (including approaches), and the following approach roadways. (Segment 1)
 - South Capitol Street traffic oval west of the bridge connecting South Capitol Street, Potomac Avenue and Q Street SE.
 - South Capitol Street traffic oval east of the bridge connecting South Capitol Street, Suitland Parkway and Howard Road.
 - Realignment of Anacostia Drive, Robbins Road and new Naval Base Connector for direct access to South Capitol Street and Suitland Parkway.
 - Realignment of South Capitol Street from Firth Sterling Avenue to the traffic oval.
- Demolition of the existing FDMB, I-295 bridges over Suitland Parkway and Firth Sterling Road, and pavement.
- The Suitland Parkway/Interstate 295 interchange. (Segment 2)
 - Widen the existing Interstate 295 bridge over Howard Road.
 - Replace existing Interstate 295 bridges over Suitland Parkway and Firth Sterling Road.



This Page intentionally left blank

The table below lists some of the permits required for this project and the party responsible for initial permit acquisition. Any permit provided by DDOT that requires modification as a result of the DB Contractor's work will be the responsibility of the DB Contractor. All other permits required for the Project but not listed below will be the responsibility of the DB Contractor to obtain.

The Section 9 Rivers and Harbors Act Permit (USCG) application will not be submitted until the DB Contractor has obtained any permit modifications made necessary by their design, or a determination has been made that no permit modifications will be necessary.

The DB Contractor will be responsible for complying with the terms and fulfilling the requirements of all permits.

Permit/Agency	Application/ Acquisition	Modification
Section 404 Clean Water Act Permit (USACE)	DDOT	DB Contractor
Section 402 National Pollution Discharge Elimination System (EPA)	DDOT	DB Contractor
Section 401 Certification (DDOE)	DDOT	DB Contractor
Section 10 Rivers and Harbors Act Permit (USACE)	DDOT	DB Contractor
Section 9 Rivers and Harbors Act Permit (USCG)	DDOT	DB Contractor
Migratory Bird Treaty Act Permit (USFWS)	DDOT	DB Contractor
Special Use Permit from the National Park Service for work on the Anacostia Park(NPS)	DB Contractor	DB Contractor
Special Use Permit from the National Park Service for work in the Anacostia River(NPS)	DB Contractor	DB Contractor
Section 408 (Major/Minor) Alteration/Modification to Existing Corps of Engineers Project (USACE) (If Needed)	DB Contractor	DB Contractor
Municipal Separate Storm Sewer System (MS4) Permit (DDOE)	DB Contractor	DB Contractor
Incidental Take Permit (NMFS) (If Needed)	DB Contractor	DB Contractor

This Page intentionally left blank